

Lease Purchase Addendum



Revised July 26, 2007

This Lease Purchase Addendum is made a part of the Agreement to Purchase or Sell dated: _____ regarding the property located at: _____

between _____ hereinafter referred to as Lessee/Purchaser, and _____ hereinafter referred to as Lessor/Seller.

Property will be leased subject to title and zoning restrictions, servitudes of record and laws or ordinances for the sum of _____ (\$ _____). Lessor/Seller further agrees to sell the above described property to Lessee/Purchaser for the sum of _____ (\$ _____) said price shall remain in effect through _____.

Lessee/Purchaser shall provide written verification within 10 days of acceptance of this Agreement to be provided by a mortgage company indicating that Lessee/Purchaser is pre-approved to secure a loan as described in the Agreement to Purchase or Sell in the amount and terms indicated therein. Lessee/Purchaser further agrees NOT to make any major purchases on credit throughout the term of this agreement that could render them ineligible to secure the mortgage loan as stipulated without first obtaining approval of the Mortgage Company. Lessee/Purchaser understands that making such credit purchases could be grounds for breaching this contract.

Occupancy to be granted on or about _____ provided Lessee/Purchaser accepts the property in writing as of this date.

Lessee/Purchaser agrees to execute a formal lease agreement that becomes a permanent part of this Agreement to Purchase or Sell throughout its agreed to term. In the event Lessee/Purchaser fails to consummate the purchase of this property, the terms of the lease shall apply.

Upon acceptance, Lessee/Purchaser agrees to deposit with Seller's Agent/Broker two separate deposits, the first deposit of \$ _____ **shall be non-refundable for any reason** and shall apply to the Agreement to Purchase or Sell. The second deposit of \$ _____ shall be a security deposit equal to one month's rent and shall apply to the terms and conditions as stipulated in the Lease Agreement that is made a permanent part of this Agreement to Purchase or Sell.

The deposit applying to the Agreement to Purchase or Sell is non-refundable and **will not be refunded for any reason**. The deposit becomes the property of the Lessor/Seller as compensation for taking the home off the market with the understanding that the Lessee/Purchaser intends to purchase the property in lieu of simply leasing it. In the event the Lessee/Purchaser purchases the property, the deposit will be credited to the Lessee/Purchaser's closing costs and/or down payment as stipulated in the Agreement to Purchase or Sell identified herein.

Lessee/Purchaser agrees that the inspection period described on the Agreement to Purchase or Sell shall apply and that all inspections shall be completed within 10 days of acceptance of the Agreement. The inspections **MUST** be completed prior to taking occupancy. The Lessor/Seller has no responsibility to the condition of the property in regards to items inspected once Lessee/Purchaser accepts the property.

Delete reference to having the right to inspect the property within 5 days of closing. Lessee/Purchaser agrees to accept the property in its present condition prior to taking occupancy.

Lessee/Purchaser accepts full responsibility for Lessee/Purchasers personal items placed in the property meaning they shall provide insurance for such items as applicable. Lessor/Seller agrees to maintain insurance on the dwelling through the Act of Sale. Lessor/Purchaser acknowledges that he/she/they may be responsible for damages to the property through the negligence of the Lessee/Purchaser.

In the event that this Lease Purchase should not culminate in a closed sale, Lessee/Purchaser agrees to permit Lessor/Seller to place a For Sale sign on the property and Lessee/Purchaser agrees to permit Lessor/Seller to show the property to potential purchasers/lessees during the hours of 10:00 AM to

7:00 PM Monday through Sunday and shall not interfere in anyway with the showing of the property. In the event that the Lessee/Purchaser refuses to allow the property to be shown or interferes in any way with property showings, hereby acknowledges that the Deposit described on the Lease Agreement shall be automatically forfeited to Lessor/Seller.

Lessee/Purchaser agrees to leave the property in as good of conditions as when it was accepted should Lessee/Purchaser fail to purchase the property as defined in the Agreement to Purchase or Sell. In the event Lessee/Purchaser maintained pets on the property, Lessee/Purchaser further agrees that the Pet Deposit as described in the Lease Agreement shall be automatically forfeited.

The property described herein **DOES**, **DOES NOT** have a septic tank. If a septic tank is applicable, Lessee/Purchaser understands that the septic tank may be required to be replaced by a sewerage treatment plant. In this case, Lessor/Seller hereby agrees to replace the septic tank with a sewerage treatment plant installation at Purchaser's cost prior to the Act of Sale.

ADDITIONAL TERMS AND CONDITIONS:

_____ Lessee/Purchaser	_____ Date	_____ Lessor/Seller	_____ Date
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_____ Lessee/Purchaser	_____ Date	_____ Lessor/Seller	_____ Date
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_____ Lessee/Purchaser's Agent	_____ Date	_____ Lessor/Seller's Agent	_____ Date
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