



ADDENDUM
PURCHASER'S OCCUPANCY BEFORE TITLE TRANSFER

The following provisions are part of the Offer to Purchase Real Estate and Acceptance between \_\_\_\_\_
\_\_\_\_\_("PURCHASER") and \_\_\_\_\_ ("SELLER")
for the Property located at \_\_\_\_\_, Ohio, with offer
dated \_\_\_\_\_. The parties hereby agree as follows:

- 1. SELLER shall tender and PURCHASER shall accept possession and occupancy of the Property at 6:00 p.m. on
\_\_\_\_\_ ("Possession Date").
2. PURCHASER agrees that the acceptance of possession and occupancy shall constitute SELLER'S compliance with
the possession and occupancy obligations pursuant to the Agreement.
3. PURCHASER agrees to obtain comprehensive renter's insurance for the Property as of the Possession Date, naming
PURCHASER, SELLER and any mortgagee of the Property as additional insureds. SELLER shall continue to maintain
homeowners' insurance for the Property. PURCHASER shall assume all liability and responsibility for any damage, injury
or death to any person coming upon the Property as of the Possession Date, and agrees to indemnify and hold SELLER,
RE/MAX Pros, its agents and any participating broker harmless there from.
4. PURCHASER shall be solely responsible for the maintenance of the Property and for any and all utilities provided to
the Property as of the Possession Date.
5. If title for the Property does not transfer pursuant to the terms of the Agreement, then PURCHASER shall fully and
completely vacate the Property within \_\_\_\_\_ days from written notice by SELLER.

In this event, PURCHASER shall promptly pay any and all parties for work, labor, and materials for improvements to the
Property made and/or contracted for by PURCHASER before or during PURCHASER'S possession of the Property, and
all such improvement shall become the Property of SELLER. PURCHASER shall be financially responsible for any
damage to the Property sustained during the term of PURCHASER'S possession of it. The parties agree to address
directly any issues arising from this paragraph.

- 6. SELLER hereby acknowledges receipt of a security deposit in the amount of \$ \_\_\_\_\_ and advance rental
payments in the amount of \$ \_\_\_\_\_ per day for a total of \$ \_\_\_\_\_. The parties agree that any additional
rental payments due from PURCHASER to SELLER shall be prorated on a per diem basis and adjusted through escrow
at the time of title transfer. The parties acknowledge that SELLER does not own more than three (3) rental units.
7. This is the entire agreement between the parties in respect to the subject matter hereof and there are no other
agreements or understandings between them, express or implied. THIS IS A LEGALLY BINDING AGREEMENT;
QUESTIONS OF LAW SHOULD BE DIRECTED TO INDEPENDENT LEGAL COUNSEL.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ PURCHASER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ PURCHASER \_\_\_\_\_ DATE \_\_\_\_\_