



SELLER'S SHORT TERM POSSESSION AFTER CLOSING ADDENDUM



In reference to the Contract of Sale between:

_____ (Purchaser) and
_____ (Seller)

covering the real property located in _____ County, South Carolina, (the Property) and
being described as follows:

Street _____ City _____ Zip _____
Subdivision _____ Tax Map # _____ Legal Lot # _____

The Purchaser and Seller agree to the following terms and conditions:

1. **OCCUPANCY:** The Seller will be allowed to retain possession of the Property from the day of closing through _____, 20_____.
2. **OCCUPANCY FEES:** The Seller agrees to pay a per diem fee of _____ starting from the day after closing through the final possession date listed above in Paragraph 1. This payment will be paid on or before the day of closing and will be paid directly to the Purchaser.
3. **MAINTENANCE:** The Seller will be liable to the Purchaser for the costs of repairing any damage to the Property caused by the Seller or by the Seller's guests, agents, or employees. Seller agrees to maintain the Property in its present condition and to abide by Purchaser's rules of occupancy, if any, as follows: _____

4. **CHANGES TO THE PROPERTY:** Seller agrees not to make any changes or alterations to the Property without the written consent of Purchaser.
5. **UTILITIES:** Seller will continue to be responsible for the following through the date of final occupancy:

<input type="checkbox"/> Electricity	<input type="checkbox"/> Garbage & trash collection	<input type="checkbox"/> Water & sewer
<input type="checkbox"/> Gas	<input type="checkbox"/> Lawn & shrubbery care	<input type="checkbox"/> _____
6. **PROPERTY INSURANCE:** Purchaser and Seller are advised to contact their respective insurers prior to closing.
 - A. If Seller has fire, casualty and Seller's liability insurance, Seller will maintain the insurance until vacating the property.
 - B. Purchaser is not responsible for Seller's personal property or other items remaining on the Property during the term of this agreement. Seller is advised to maintain insurance covering Seller's personal property (contents).
7. **ENTRY:** Purchaser or Selling Agent may enter the Property at any time in the event of an emergency or as needed with 24 hours notice to Seller.
8. **SELLER'S DEFAULT:** Should Seller violate or fail to perform under the terms of this Addendum or of the Contract of Sale:
 - A. At Purchaser's written request, Seller will immediately vacate the Property and Purchaser will be entitled to immediate possession. Should the Seller fail or refuse to vacate the Property, Purchaser may begin proceedings to recover possession with no further notice to Seller.

- B. Purchaser has the right to retain all monies paid, as provided in the Contract of Sale and any other monies as required by this Addendum.
 - C. Purchaser's decision not to request the Seller to vacate the Property does not constitute a waiver of Purchaser's right to seek damages based on a breach of the Addendum or Contract of Sale.
 - D. If Purchaser institutes legal proceedings to recover sums due and owing under the terms of this Addendum or to have Seller removed from the Property, Seller will pay Purchaser any costs incurred by Purchaser, including court costs and attorneys' fees.
9. **ASSIGNMENT:** Seller may not lease the Property or assign any of Seller's rights under this Addendum.
 10. **INDEMNIFICATION:** Seller will indemnify and hold harmless Purchaser, all brokers, their licensees, employees, and any officer or partner of any one of them, and any other person, firm, or corporation who may be liable by or through them, from all claims, lawsuits, and actions that arise from, or occur during Seller's occupancy or use of the Property. Seller will defend Purchaser from all such suits and claims, and pay Purchaser's costs, including attorneys' fees and damages awarded.
 11. **CONFLICT:** The provisions of the Contract of Sale will remain in full force and effect, except for those provisions that are changed by this Addendum.
 12. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after final possession, it will survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
 13. **TIME IS OF THE ESSENCE:** The time for the performance of any of the obligations of this Addendum are hereby agreed to be of the essence.
 14. **REMARKS:** _____

PURCHASER _____ DATE _____

PURCHASER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____