



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.

1. BUYER ACCESS: Seller hereby grants Buyer a license to have limited access to the Property, which does not include occupancy, from _____ ("Access Date") until _____ ("Limited Access Period") at a daily license fee of \$ _____. Buyer shall pay to Seller on or before _____ the sum of \$ _____, covering the license fee for the Limited Access Period. This amount is nonrefundable. The access granted herein shall be coordinated with and through Seller and shall not be unreasonably withheld.

2. AUTHORIZED ACTS: During the Limited Access Period, as provided by this Addendum, Buyer shall be authorized to take only those action(s) checked below:

☐ **A.** Store furniture and other personal property: _____.

☐ **B.** Perform the following modifications and/or renovations: _____

_____.

☐ **C.** Other: _____

_____.

Except as expressly provided herein, Buyer is not to modify the Property without the written permission of Seller.

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 the Deposit 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 regarding the Deposit.

4. PROPERTY CONDITION: At Settlement, Seller will deliver the Property to Buyer in the condition required under the Contract, except Seller shall have no responsibility with respect to any change in the condition of or damage to the Property which occurs as a result of Buyer's access to the Property pursuant to this Addendum.

5. BUYER RESPONSIBILITY: In the event that Settlement under the Contract does not take place by the Settlement Date for any reason other than default by Seller, then at Seller's sole election, Buyer shall immediately remove all personal property and/or complete any modification or renovation work authorized by this Addendum, and/or place the Property in substantially the same condition that the Property was in at the Access Date. Buyer shall also pay all contractors in full, and agree to forfeit any right or claim for increase in value to the Property resulting from any work performed by Buyer. If Buyer fails to comply with the terms of this Addendum, in addition to any other remedies specified in the Contract, the daily license fee shall be DOUBLED, commencing on the Settlement Date and continuing until Buyer is in compliance.

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6. RISK OF LOSS: Except for claims arising out of Seller's negligence, it is understood and agreed that Buyer specifically releases Seller from and will indemnify and hold Seller harmless against any and all claims that Buyer, or members of Buyer's family, Buyer's contractors, agents, guests and/or invitees, may have for personal injury and/or for loss or damage to personal property during the Limited Access Period. Such release and indemnification shall include, but not be limited to reasonable attorney's fees. Seller shall maintain fire and extended coverage insurance on the Property with an appropriate absentee owner's liability clause. In addition, Buyer shall, by the Access Date, 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 coverage for injuries sustained by Buyer's guests or other third parties who may enter the Property during the Limited Access Period. Seller shall be named as a loss payee with Buyer on said policy(ies) of insurance. If there is duplicate coverage on the Property, Seller's policy shall be primary and Buyer's policy shall be secondary. Buyer shall be responsible for payment of any deductibles under both insurance policies in the event of a covered loss.

7. NO LANDLORD/TENANT RELATIONSHIP CREATED: Nothing in this Addendum shall constitute a Landlord/Tenant relationship between Buyer and Seller. Buyer hereby warrants that no such tenancy shall arise hereunder 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.

Seller	Date	Buyer	Date
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Seller	Date	Buyer	Date
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