

POST-SETTLEMENT POSSESSION ADDENDUM TO AGREEMENT OF SALE

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This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **PROPERTY 423 Fancy Hill Rd, Boyertown, PA 19512-8160**

2 **SELLER John M DeMartino, Pamela A DeMartino**

3 **BUYER John M. Jaeger, Debra S. Jaeger**

4 1. **PURPOSE** This form is not a lease agreement. It is an Addendum to the Agreement of Sale between Buyer and Seller in which Buyer
5 gives Seller the right to continue to occupy the Property after settlement. Buyer and Seller acknowledge that this Addendum does not cre-
6 ate a landlord-tenant relationship. **This form is not recommended to be used for periods that exceed 30 days.**

7 2. **VACATING DATE** Seller will vacate the Property on or before: May 28, 2022

8 3. **OCCUPANCY FEE** Seller will pay Buyer an Occupancy Fee of \$ _____ per day from settlement to the date Seller vacates
9 the Property. Seller shall pay the fee at or before settlement. The fees shall be paid directly to Buyer, unless Buyer directs otherwise.

10 4. **DEPOSITS** In addition to the Occupancy Fee, Seller will pay Buyer a security/damage deposit in the amount of \$ _____,
11 which will be held by Buyer until the Vacating Date. Within thirty (30) days of the Vacating Date, Buyer will refund the deposit, providing Seller
12 is not in default of this Agreement of Sale.

13 5. **PROPERTY INSPECTION** Buyer will inspect the Property within two days after Seller vacates the Property.

14 6. **UTILITIES** Seller shall pay from settlement and through the Vacating Date operating and utility charges connected with the use of the
15 Property as follows:

16 ☒ Electricity

☐ Garbage and trash collection

☐ Snow removal

17 ☐ Water

☐ Sewage

18 ☐ Gas

☐ Lawn and shrubbery care

19 7. **PETS** Pets allowed on the Property after settlement as follows: 3 dogs

20 8. **MAINTENANCE** Seller agrees to maintain the Property in its same condition as of the time of settlement, normal wear and tear except-
21 ed, and to abide by Buyer's rules of occupancy, if any, as attached to this Addendum.

22 9. **CHANGES TO PROPERTY** Seller will not make any alterations or improvements to the Property, unless required by the terms of this
23 Agreement of Sale or as otherwise agreed to by Buyer in writing.

24 10. PROPERTY INSURANCE

25 Buyer and Seller are advised to contact their insurer prior to signing this Addendum.

26 (A) Seller understands that Buyer's insurance does not cover Seller, Seller's personal property, or Seller's guests. Seller is advised to obtain
27 contents and liability insurance to protect Seller, Seller's personal property, or Seller's guests who may be injured while on the Property.

28 (B) Seller must have insurance policies providing at least \$ 300,000.00 in contents and \$ 500,000.00 in liabil-
29 ity insurance to protect Seller, Seller's personal property and Seller's guests who may be injured while on the Property. Seller must
30 maintain this insurance during Seller's Possession of the Property. Seller will provide proof of insurance upon request.

31 (C) Buyer is not legally responsible for any injury or damage to Seller or Seller's guests that occurs on the Property.

32 (D) Seller is responsible for any loss to Buyer caused by Seller, Seller's family or Seller's guests, including attorney's fees.

33 11. **ENTRY** Seller shall receive a set of keys or combinations to permit entry into Property during occupancy, with same to be surrendered
34 to Buyer on Vacating Date. Buyer or Agent for Buyer may enter the Property at any time in the event of an emergency, otherwise on a
35 weekly basis, with 24 hours' prior notice to Seller.

36 12. **SELLER'S DEFAULT** The dates and times for the performance of any of the obligations of this Addendum are hereby agreed to be of the
37 essence. Should Seller violate or fail to fulfill and perform under any other terms or conditions of this Addendum or the Agreement of Sale:

38 (A) Seller will immediately vacate the Property, removing all of Seller's personal property, and Buyer will be entitled to immediate
39 Possession. Seller agrees Seller is NOT a tenant and that Buyer may institute proceedings to recover possession without first giv-
40 ing Seller notice.

41 (B) Buyer has the option of retaining the security/damage deposit to apply to unpaid fees, damages, or other sums owed by Seller to Buyer.

42 (C) In the event that Buyer institutes legal proceedings to recover sums due and owing under the terms of this Addendum or to have Seller
43 removed from the Property, Seller shall pay to Buyer all costs that Buyer incurs as a result, including court costs and attorney's fees.

44 13. **ASSIGNMENT** Seller may not assign Seller's rights under this Addendum or lease the Property to any person(s) or entity.

45 14. **INDEMNIFICATION** Seller will indemnify and hold harmless BUYER, all AGENTS, their SUBAGENTS, EMPLOYEES, and any
46 OFFICER or PARTNER of any one of them, and any other PERSON, FIRM, or CORPORATION who may be liable by or through
47 them, from all claims, lawsuits, and actions that arise from, or occur during Seller's occupancy or use of the Property following settle-
48 ment. Seller will defend Buyer from all such suits and claims, and pay Buyer's costs, including attorney's fees and damages awarded.

49 15. **SURVIVAL** This Addendum and related terms in the Agreement of Sale shall survive settlement.

50 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

51 BUYER _____ John M. Jaeger DATE _____

52 BUYER _____ Debra S. Jaeger DATE _____

53 BUYER _____ DATE _____

54 SELLER _____ John M DeMartino DATE _____

55 SELLER _____ Pamela A DeMartino DATE _____

56 SELLER _____ DATE _____



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