

## AGREEMENT TO ENTER PROPERTY PRIOR TO CLOSING

1. This Agreement to Enter Property Prior to Closing is between \_\_\_\_\_ hereinafter referred to as "Seller" and \_\_\_\_\_ hereinafter referred to as "Purchaser" under the contract dated \_\_\_\_\_ on the property located at \_\_\_\_\_
2. This Agreement will be supplement to and be part of the above mentioned contract of sale, with all other terms remaining in full force and effect.
3. Both Sellers and Purchasers agree that this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_ AM/PM and end upon \_\_\_\_\_, 20\_\_\_\_ AM/PM.
4. Purchasers agree to inspect and accept, in writing, the above described property prior to entering property. Failure to accept the property in writing will be considered as acceptance and the terms of the contract will apply. Any exemptions must be noted at this time or Seller assumes no responsibility. All electrical, mechanical, and appliances shall be in working order as of the commencement date, but seller does not warrant their condition beyond such date.
5. Purchasers agree to hold Sellers harmless from any claims or actions which arise as a result of their acts, the acts of their agents, or anyone else entering the above property.
6. Purchaser and Seller agree to save and hold harmless Listing and Selling agent/broker from any damages that may occur.
7. This agreement is intended only to give Purchasers the right to enter premises pending closing and is not intended to establish a Landlord & Tenant relationship, nor grant possession. No alterations of any kind will be made to the property without the written consent of the Sellers.
8. It is specifically understood that should the premises be destroyed by fire or other occurrence during the time of this agreement the risk of loss of personal property will be borne by the Purchasers.
9. It is agreed that the Sellers will not be held responsible for payment of work completed on said property if sale is not consummated. Purchaser will not be reimbursed for any out of pocket expenses for materials or labor, and any work done is at Purchaser's own risk.
10. The purchasers agree that they shall further restore said premises to the condition they were in prior to commencement date, normal wear and tear excepted, should consummation of the contract to purchase not occur. Purchasers agree that they shall deposit \$ \_\_\_\_\_ upon execution of this agreement to be held by Seller's agent as a damage deposit until consummation of the contract to purchase by execution of an act of sale or until termination of this agreement.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Purchaser Date