

ADDENDUM FOR STORAGE OF PROPERTY PRIOR TO CLOSING

(Property Description)

Seller agrees that Buyer may store certain items of Buyer's personal property on the Property prior to closing in the following location only:_____.

Seller will provide Buyer and Buyer's agents access to the Property for the purpose of placing Buyer's personal property on the Property at reasonable times upon reasonable notice.

Buyer agrees that neither Seller nor Seller's agents or representatives will have any liability to Buyer or anyone else for any damage or loss to any of Buyer's personal property due to any fire, theft, mysterious disappearance, rodents, insects, acts of God or other active or passive acts, omissions or negligence of Seller or Seller's agents or representatives. Buyer shall indemnify and hold Seller and Seller's agents and representatives harmless from any and all damage, loss, claim, cause of action or expense arising directly or indirectly from Buyer storing items of personal property on the Property.

Buyer, at Buyer's sole expense, shall insure Buyer's personal property stored on the Property against loss due to fire, other casualty loss, theft, vandalism and malicious mischief for 100% of the replacement value of stored property. If Buyer does not maintain such insurance, Buyer shall be deemed to be self-insured and shall bear all risk of loss or damage to such property.

Buyer's right to store personal property on the Property shall terminate immediately upon (a) Buyer's default under the terms of this Contract or (b) termination of the Contract for any reason. Upon termination of Buyer's right to store personal property on the Property, Buyer shall immediately remove Buyer's personal property from the Property. Seller shall not be required to release Buyer's earnest money until all personal property of Buyer has been removed from the Property.

If Buyer fails to remove Buyer's personal property from the Property within 10 days of written notice from Seller that Buyer's right to store personal property on the Property has terminated, Buyer will be deemed to have abandoned Buyer's personal property and Seller may sell, destroy or otherwise dispose of any of Buyer's personal property still located on the Property.

Buyer warrants that the personal property stored by Buyer on the Property will not contain any hazardous materials or substances as those terms may be defined under federal or state law in effect on the effective date of the Contract, any firearms or ammunition, illegal substance or anything that might cause a nuisance or an unpleasant odor.

Buyer

Seller

Buyer

Seller

This form has NOT been approved by the Texas Real Estate Commission. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for complex transactions.